

COLLECTIVE AGREEMENT

Between:

COUNTY OF NORTHUMBERLAND  
(Golden Plough Lodge)  
(hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION  
(hereinafter referred to as the " Union")

Expiry: March 31, 2023

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the employees concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the employer to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Northumberland County at its Golden Plough Lodge in the County of Northumberland, save and except Director of Care, persons above the rank of Director of Care, Associate Director of Care, persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 The Employer recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Northumberland County at its Golden Plough Lodge in the County of Northumberland, who are regularly employed for not more than twenty-four (24) hours per week, save and except Director of Care, Associate Director of Care, and persons above the rank of Director of Care.
- 2.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the, Regulated Health Professions Act, 1991, as amended.
- 2.04 The word "employees" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- Wherever the collective agreement makes a reference to “registered nurses” and/or “graduate nurses” such references shall be amended to reflect the appropriate designation established by the *Registered Health Professions Act*.
- 2.05 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by members of the bargaining unit except:
- (a) In cases of emergency;
  - (b) When instructing other employees;
  - (c) When performing experimental work; or
  - (d) When regular employees are not available due to being late for work or absent from work.

- (e) The Employer will assign at least the same number of bargaining unit tours that were scheduled on each shift of each day of the last week ending prior to March 31, 1999.
- (f) The assignment of resident care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes and acknowledges that the management of the Lodge and direction of the working force are fixed exclusively in the Employer, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order and efficiency.
  - (b) Hire, retire, promote, demote, classify, transfer, suspend, discharge, lay-off and discipline employees for just cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with as hereinafter provided.
  - (c) Make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees.
  - (d) Generally to manage the operation that the Employer is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith.
- 3.02 The Employer agrees that none of the rights set forth in the Article will be exercised in a manner inconsistent with the provisions of this agreement.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employees by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex, marital status or any grounds prohibited by the *Human Rights Code* of Ontario.

Workplace harassment means:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or

Workplace sexual harassment:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

*Ref: Occupational Health and Safety Act, Sec. 1 (1).*

#### **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

5.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The terms "strike" and "lock out" shall bear the meaning given them in the Ontario Labour Relations Act.

#### **ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES**

6.01 The Employer will recognize the following representations:

- (a) A Grievance Committee of two (2) employees and an alternate committee member who may substitute from time to time.
- (b) A Negotiating Committee of three (3) employees and an alternate committee member who may substitute from time to time.
- (c) An Employee Management Committee composed of an equal number of appointed representatives of the Employer and the Union. Meetings of this Committee shall be held at the request of either party, but at least every other month. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of chairperson shall rotate between the parties. This Committee shall not have authority to amend this Agreement or make new obligations under this Agreement. The parties recognize the value of nurses' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled where practical, during the nurse's regular working hours. The Employer will provide replacement staff where operationally required. The employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer. Upon request the employer will meet with the bargaining unit to discuss and make reasonable efforts to resolve concerns pertaining to scheduling meetings.

## 6.02

Occupational Health and Safety

- (a) The Employer, the Union, and all employees shall comply with applicable health and safety legislation.
- (b) The Union and the Employer shall co-operate in establishing rules and practices which promote a safe and healthy occupational environment and which provide protection from factors adverse to employee health and safety. The Employer shall co-operate in providing necessary information to enable the Health and Safety Committee to fulfill its function.
- (c) A Health and Safety Committee shall be established which is composed of an equal number of employee and Employer representatives, but with a minimum of one (1) representative selected or appointed by the Union, and as required the bargaining unit president will serve as an alternate. The Health and Safety Committee shall meet every second month or more frequently as requested by any Committee member for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices. The Committee shall select from among them a Chairperson and Secretary. Accurate minutes shall be taken of all meetings and copies shall be sent to the Employer and Union representative of the Committee within two (2) weeks of any meeting.
- (d) One (1) member of the Committee is entitled to such time from his/her work as is necessary to attend meetings of the Committee and carry out his/her duties under the Occupational Health and Safety Act. Pay for time so spent shall be in accordance with the Occupational Health and Safety Act.
- (e) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.

## 6.03

The Union will supply the Employer with the names of their representatives and any changes thereto, including the names of acting representatives appointed to serve an area temporarily.

## 6.04

Violence in the Workplace

- (a) Violence for all purposes in the collective agreement shall be defined as any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk of and/or psychological trauma/harm/ injury/illness. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially

aggressive persons. This training will be done during a new employee's orientation and updated as required.

(c) Damage to Personal Property

The Employer will provide reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc. ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

(d) Where the Employer assigns employees responsibilities including those supervisory responsibilities under the OHSA Section 25 (2) (a), the Employer will ensure that the employees have received sufficient training to ensure competency under the Act.

(e) The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

6.05 An employee representative or a member of the Grievance Committee shall receive his/her regular rate of pay for all regularly scheduled working hours lost because of servicing grievances or attendance at grievance committee meetings with the Lodge's representative up to and including mediation but not including the arbitration stage.

A member of the Negotiating Committee shall receive his/her regular rate of pay for all regularly scheduled working hours lost because of attendance at negotiating meetings up to the conclusion of conciliation services. Where a committee representative designated by the Union, attends committee meetings outside of his or her regularly scheduled hours, he or she will be paid for all time spent in attendance at such meetings at his or her regular straight hourly rate of pay. An employee on the evening or night shift shall receive time off without loss of pay either on the shift prior to or following the actual day of negotiations.

6.06 The Union Committees shall have the right to have the assistance of representatives or consultants from the Ontario Nurses' Association.

6.07 The Employer agrees to provide a representative of the Union with a reasonable period of time within the orientation program in order to meet with newly hired employees.

6.08 All joint Employer Association meetings shall be scheduled where practical during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.

6.09 The Employer agrees that an Officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer shall deduct from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each employee. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, its electronic payment for the dues so deducted, along with a list of the names of the employees and the amount of such deduction for each employee. Each list shall be sent via email and will show the employees who are on paid leave of absence, terminations, new hires, and the initial list shall also contain the address of each employee. Upon written authorization of the employee, the Employer also agrees to forward to the Union the employee's social insurance number at the time that deductions are first made for this employee.
- 7.02 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES**

- 8.01 Any employee(s) or the Union may present a complaint at any time without recourse to the formal written procedure contained herein. Failure to comply with this step, or the manner in which it is complied with shall not interfere with the formal grievance procedure, nor shall this step be subject of preliminary objections in any arbitration hearing.
- 8.02 At any step in the grievance procedure, including the complaint stage, the employee may be accompanied by his/her employee representative.
- 8.03 Grievances shall be registered with the Employer as follows:

### **Step No. 1**

An employee(s) or the Union on his/her/their behalf or in its own stead may present a grievance in writing to the Director of Care. Such grievance must be presented within ten (10) days of the date of its occurrence or when the employee or the Union reasonably ought to have been aware of this occurrence. The Director of Care shall render a decision in writing in ten (10) days following the day on which the grievance was submitted. If this decision is unsatisfactory to the employee(s) or the Union, Step No. 2 may be followed within ten (10) days.

### **Step No. 2**

The grievance in writing shall be referred to the Administrator of the Home or designate who shall call a meeting of the Grievance Committee at the request of either party within seven (7) days of the filing of the grievance or such further period as the parties may agree. Within three (3) days following this meeting or within ten (10) days following the submission to the Administrator of the Home or designate if no such meeting is held, the Administrator of the Home or designate shall reply in writing to the employee(s) and the Chairperson of the Grievance Committee. If this decision is unsatisfactory to the employee(s) or the Union, Step No. 3 may be followed within ten (10) days.



Step No. 3

Within ten (10) days after the decision is given at Step No. 2 the grievance may be referred to the Chief Administrative Officer of the County or designate and the employee accompanied by his/her representative shall meet within ten (10) working days with the Chief Administrative Officer and Committee of Management or their designates. The employee may also be accompanied by a full-time representative of the Union if so desired at this stage. The Employer will render a decision in writing within ten (10) days following such meeting. If the decision is unsatisfactory to the employee(s) or the Union, it may be referred to arbitration.

8.04 A policy grievance may be presented by either the Union or the Employer at Step 2 of the Grievance Procedure.

8.05 Notwithstanding any other provisions of this Article, should the Employer discharge, suspend or discipline an employee or employees, notification by the Employer to such employee or employees shall be made in the presence of a member of the Union.

Should the employee(s) or the Union on his/her/their behalf file a grievance against the discharge, suspension or discipline, it shall be reduced to writing and filed within ten (10) days under Step No. 3 of the Grievance Procedure.

8.06 Before any grievance is submitted to arbitration, the parties may meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one-half (1/2) of the fees and expenses of the Grievance Mediator.

8.07 When either party requests that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following panel of sole Arbitrators:

Gail Brent,  
Louisa Davie  
Jane Devlin,  
Paula Knopf

If a grievance has already been submitted to one of the Panel of Arbitrators, then any subsequent grievances shall be submitted to the next Arbitrator on the Panel. In order to accept an appointment, the Arbitrator must agree to render an award within thirty (30) days of the last day of hearing.

8.08 In the event that the parties mutually agree to refer a grievance to a tripartite Arbitration Board, the party requesting arbitration shall advise the other of its nominee to the Arbitration Board. Within ten (10) days thereafter, the other party shall answer, in writing, indicating the name and address of its appointee to the Arbitration Board. The Chair shall be selected from the Panel of Arbitrators set out in paragraph 8.07 above.

8.09 Once appointed, the Arbitration Board or single Arbitrator shall have all the powers set out in Section 50 of the *Labour Relations Act* including the power to mediate/arbitrate the grievance and to limit evidence and submissions.

- 8.10 Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairperson shall be borne equally by the parties. Arbitration hearings shall be held in the community of the Employer or at such other places as may be agreed upon by the Union and the Employer.
- 8.11 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.13 Any time limit referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays and holidays observed by the Employer and the days off of the aggrieved employee including vacation, and such limits may be extended with the agreement of both parties.

## **ARTICLE 9 - JOB SECURITY**

- 9.01 Seniority shall be defined as the length of service with the Employer since the date of last hire. Seniority for part-time employees shall be based on paid hours accumulated since date of last hire. It is recognized that 1500 paid hours equals one (1) year of full-time service.
- 9.02 New employees shall be on probation for a period of four hundred and fifty (450) hours worked. The employment of probationary employees may be terminated at any time at the discretion of the Employer. The Employer in exercising this right, however, shall not act in a discriminatory, arbitrary or bad faith manner. On completion of the probationary period, the employee shall be credited with seniority back to the date he or she was hired. Subject to the above, a probationary employee may grieve their termination.
- 9.03 The Employer will keep up to date seniority lists for full-time and part-time employees, post the same in a conspicuous place, revise same semi-annually (January and July) and supply copies of the current list to the Union.
- 9.04 Seniority Retained and Accumulated
- (a) Seniority and service for nurses shall be retained and accumulated when an employee is absent from work under the following conditions:
- i) When on approved leave of absence with pay;
  - ii) When on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
  - iii) When on pregnancy or parental leave.
  - iv) When in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer;
  - v) For full-time nurses, when in receipt of illness allowance including LTD;

- vi) For part-time nurses, when absent due to illness or injury in excess of thirty (30) consecutive calendar days.

The rate of accumulation of seniority and service for part-time nurses will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

(b) Seniority Retained and not Accumulated

Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- i) When on an approved leave of absence without pay, not provided for in (a) ii) above;
  - ii) When absent due to lay-off for a period of twenty-four (24) calendar months;
- (c) An Employee shall lose all seniority and shall be deemed terminated if he or she:
- i) resigns;
  - ii) is discharged and not reinstated;
  - iii) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
  - iv) is laid off for more than twenty-four (24) calendar months;
  - v) retires;

The Union and the Employer agree to abide by the Human Rights Code.

Sub-Sections 9.05, 9.06, and 9.07 apply to Job Posting

- 9.05 (a) In the case of all vacancies, the Employer will post notice of such vacancy for seven (7) calendar days prior to making an appointment to any such position in order that any interested employee may apply. Copy of such notice shall be sent to the Union. If no qualified employee from either the full-time or part-time categories applies, the Employer may then hire a new employee. The name of the successful applicant shall be posted by the Employer.

Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which became effective in 2005, the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (b) An application for transfer system will be established. Under such a system, any employee will be able to fill out an appropriate form indicating his/her interest in working elsewhere, and his/her application will be

considered as though he/she had made it at the time of posting, when a permanent vacancy occurs and has been posted.

- 9.06 A temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. An employee who is absent due to illness not exceeding six (6) consecutive months or a leave of absence not exceeding six (6) consecutive months shall have the right to return to his/her former position. The temporary position must be posted as per Article 9.05.

If a temporary position resulting from the implementation of a special task or project is to be extended beyond 6 months then the employer will meet with the union to discuss the reasons for the extension. The parties may agree to extend the position for up to an additional three (3) months. Should the position be required beyond three (3) additional months the position shall be reposted.

- 9.07 In all cases of promotion, transfer to other than temporary vacancies, the following factors shall be considered:

- (a) Skill, ability and experience;
- (b) Seniority.

Where the factors in (a) are relatively equal, (b) shall govern. However, if senior applicants are refused the position, they will be given in writing the reasons for such refusal.

9.08 Layoff and Recall

- (a) A "short-term layoff" shall mean any layoff which is not anticipated to exceed three (3) months in length.

A "long-term layoff" shall mean any layoff which is not a short-term layoff.

The layoff of employees shall be in reverse order of seniority providing that employees remaining are qualified to perform the available work. Probationary employees shall be laid off first.

Full-time lay-offs shall be separate from Part-time lay-offs. Notwithstanding this provision, when Full-time or Part-time employees choose to bump and there are no employees with less seniority on the applicable Full-time or Part-time seniority list as the case may be, then the lists will be merged for purposes of bumping.

Consistent with the opportunity to bump, all employees who are potentially impacted will be given notice of lay-off at the outset of the process.

The decision of the employee to choose to bump must be given to the Employer in writing within 7 calendar days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

No agency or new hires will be used when there is an employee on lay-off provided that the employees on lay-off are qualified to perform the available work.

Recall to a regular Part-time or Full-time position shall be in order of seniority. Notice of recall will be sent by registered mail. An employee will respond within 7 calendar days and shall be available for work within an additional 14 days unless otherwise agreed.

The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the lay-off.

#### Lay-off and Recall - Long Term

- (b) In the event of a pending lay-off of a permanent or long term nature, the Employer will:
  - i) provide to the Union with at least ninety (90) days written notice, or the notice given to the most senior employee laid off, whichever is greater.
  - ii) meet with the Union to review the following:
    - A) the reasons causing the layoff;
    - B) the service which the Employer will undertake after the lay-off;
    - C) the method of implementation, including areas of cutback and the employees to be laid off.
- (c) It is understood that permanent or long term nature means a lay-off which will be longer than thirteen (13) weeks.
 

In the event of a lay-off of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Employer shall:

  - i) provide the Union with no less than ninety (90) days written notice of the proposed layoff or elimination of position: and
  - ii) provide to the affected employee(s), if any, no less than ninety (90) days written notice of layoff, or pay in lieu thereof.
- (d) Severance pay will be in accordance with the provisions of the Employment Standards Act.
- (e) Nurses who are on layoff may continue to participate, for a maximum period of the earlier of one (1) year or re-employment, in the extended health care and dental benefits plan in which they were enrolled prior to layoff, provided the nurses make arrangement satisfactory to the employer for the pre-payment of 100% of the cost of the premiums necessary to maintain such enrolment.

#### 9.09

#### Transfer Outside the Bargaining Unit

- (a) An employee who transferred temporarily to a position outside of the bargaining unit for a period of not more than three (3) months, or is

seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

An employee who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

The union will be provided with notice prior to the commencement of the transfers mentioned above.

An employee must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months or a permanent position outside of the bargaining unit, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the local Union of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to this Article, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (d) A nurse who accepts a transfer under this Article will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

9.10 All seniority, vacation and service credits obtained under this Agreement shall be retained and transferred with an employee if he/she changes his/her status from full-time to part-time or vice versa. A part-time employee who changes his/her status to full-time will be given seniority credits on the basis of 1500 paid hours being equivalent to one (1) year of full-time service and vice versa.

## **ARTICLE 10 - EMPLOYEE FILES**

10.01 In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved with a copy to the Union. Upon request, an employee may review his/her personal file.

Provided an employee has an eighteen (18) month discipline free record, any disciplinary records (letters of reprimand, suspensions or other sanctions) shall be removed from the employee's personnel file.

- 10.02 A copy of any evaluation, which is to be placed on the employee's file, shall be first reviewed with employees. The employee shall initial such evaluation, as having being read, and have the opportunity to add his/her views to such evaluation prior to it being placed in his/her file. Each employee shall have reasonable access to his/her file, for the purpose of reviewing any evaluations or disciplinary notations contained therein. A copy of the evaluation will be provided to the employee.

## **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.01 Written requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made as far in advance as possible, and a written reply will be given within seven (7) days of the date of such requests, except in cases of emergency. If the leave of absence is denied, such written reply shall contain the reasons for the denial. The granting of such a leave of absence will be at the sole discretion of the Employer, provided such leave of absence is not unreasonably withheld.

### 11.02 Compassionate Leave

Where a death occurs in the immediate family of a permanent Employee she/he shall be granted a leave of absence without loss of pay of up to 5 consecutive working days. "Immediate family" means spouse, common-in-law spouse, son, daughter, father, mother, current step-parent, sister, brother, mother-in-law, father-in-law, grandparent, or grandchildren of an Employee. In the event of the death of an Employee's guardian or ward, sister-in-law, brother-in-law, son-in-law, daughter-in-law, then the Employee shall be granted three (3) days leave of absence from work with pay for mourning. Where the funeral takes place outside of the province and the Employee attends the funeral, such leave shall also include reasonable travelling time, not to exceed seven (7) days without pay. In the event of the death of an Employee's Aunt or Uncle, the Employee shall be granted a one (1) day leave of absence from work with pay for mourning. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.

Where an Employee does not qualify under the above conditions, the Employer may nonetheless grant a paid bereavement leave. Part-time Employees will be credited with seniority and service for all such leave.

An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation.

### 11.03 Pregnancy/Parenting Leave

#### Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to eighteen (18) months' duration, inclusive of any parental leave.

The Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on

pregnancy leave under Article 11 and for a period of up to sixty-one (61) weeks while a nurse is on parental leave under Article 11.

- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm his/her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to his/her former position unless the position has been discontinued in which case he/she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing his/her probationary period. The employee shall be credited with hours worked towards the probationary period to a maximum of 225 hours.

The Employer will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of his/her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of his/her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplement employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of the Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

Normal weekly hours shall be determined by the average number of hours an employee worked during the E.I. benefit determination period.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred



remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The Employer will continue to pay the premiums for benefit plans for nurses while on pregnancy/parental leave as defined by the Ontario Employment Standards Act.

## 11.04

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave as provided for above, is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is the natural father or adoptive parent may extend the parental leave for a period of up to sixty-three (63) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to his/her former position, unless his/her former position has been discontinued, in which case he/she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing his/her probationary period. The employee shall be credited with hours worked towards the probationary period to a maximum of 225 hours.

The Employer will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplementary employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub is proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly

earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

Normal weekly hours shall be determined by the average number of hours an employee worked during the E.I. benefit determination period.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The Employer will continue to pay the premiums for benefit plans for nurses while on pregnancy/parental leave as defined by the Ontario Employment Standards Act.

#### 11.05 Jury and Witness Duty

An employee who is subpoenaed as a witness to attend:

- (a) A Court proceeding in which the Crown is a party; or
- (b) A Coroner's Inquest; or
- (c) Another proceeding or a College of Nurses of Ontario hearing that is directly related to his/her nursing duties at the Lodge; or
- (d) Who is chosen to be a juror,

shall be paid the difference between his/her normal earnings and the payment he/she received for jury service or witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of payment received.

Where an employee is required by the employer to attend any meetings with the Employer's counsel in preparation for a case which either arises from an employee's employment with the employer or otherwise involves the employer, the employer will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her regularly scheduled hours, the employee shall be deemed to be at work for the time required to attend such meetings, including any travel time, and she or he shall be paid at regular or overtime rates, as applicable.

#### 11.06 (a) Union Leave

Upon written request, leave of absence without pay shall be granted to employees for Union business, providing operational requirements can be met. Permission for such leave will not be unreasonably withheld.

Leave of absence will be granted according to the following:

- i) No more than three (3) employees shall be on leave at any one time.
- ii) The aggregate total shall not exceed twenty five (25) days in any calendar year.

- iii) The employer shall not be responsible for overtime payment for any employee who may be required to work in place of another employee who is absent on Union business.
- iv) The Union will give at least two (2) weeks' notice when possible.

(b) Leave of Absence for Workers on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of one hundred (100) days annually. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

(c) Leave of Absence for the President of Ontario Nurses' Association

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years.

- (d) The Employer agrees to keep the salary and benefits whole for all employees on Union leave under clauses (a), (b), and (c) above, and will bill the Union for such salary, as well as EI, CPP, EHT, and WCB premiums, and pension contributions. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee.

(e) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a), (b) and (c) above.

- (f) Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

### 11.07 Education Leave

- (a) Leave of absence without pay for the purposes of further education related to the employees' employment with the home may be granted on written application by the employee to the Director of Care subject to the operational requirements of the home. Requests under this article will not be unreasonably denied.
- (b) An employee shall be entitled to leave of absence without pay from his/her regularly scheduled working hours for the purpose of writing any examination required in any recognized course in which employees are enrolled to upgrade their nursing qualifications.
- (c) When an employee attends courses designated necessary by the County for his/her position, he/she shall be paid for all time spent in attendance on such courses at his/her regular straight time hourly rate of pay and shall be reimbursed by the Home for all cost and expenses incurred by the employee.
- (d) Education Reimbursement

Effective date of ratification Employees shall on the prior approval of the Director of Care and after successful completion of the course be entitled to receive reimbursement for employment related textbooks and / or course costs annually on presentation of receipt(s) for payment by the Director of Care or designate as follows:

Full-time employees	Up to \$100.00
Part-time employees	Up to \$50.00
Casual employees	Up to \$50.00

Such payments shall be tax free if allowed by law.

### 11.08 Professional Leave

Professional leave without pay will be granted to employees who are elected to the College of Nurses or the executive of the Registered Nurses' Association of Ontario to attend scheduled meetings of the College of Nurses of Ontario or executive meetings of the Registered Nurses Association of Ontario as the case may be.

- 11.09 An extended leave of absence without pay may be requested by an employee provided that the employee gives the Employer at least one (1) year of notice in writing. Such leave of absence shall not exceed one (1) year and it is understood that not more than one employee may be on such leave at any time.

### 11.10 Prepaid Leave Plan

The Home agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income

Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Director of Care at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) One employee may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Home.
- (d) Written applications will be reviewed by the Director of Care or his/her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and during the year of leave. Employees will be responsible for paying benefit premiums during the leave of absence year. Seniority and service for the purpose of vacation and salary progression and other benefits will accumulate during the period of leave. Contributions to his/ her pension plan will be in accordance with the plan. The employees will not be eligible to participate in the disability income plan during the year of the leave. Employees that choose to suspend payment of premiums during the leave will not have to serve another benefit entitlement waiting period upon their return to work (pending negotiations with the insurance carrier.)

Note: The last three sentences above do not apply to part-time employees.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Director of Care. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (k) The Home will endeavour to find a temporary replacement for the employee as far in advance as practicable, and if there are no applicants the Home and the Union will meet to decide how to fill the position. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The employee will be reinstated to his/her former position unless the position has been discontinued, in which case he/she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the employee's pay. Such agreement shall include:
  - i) A statement that the employee is entering the prepaid leave program in accordance with Article 11.10 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Home to enter the prepaid leave program will be appended to and form part of the written agreement.

#### 11.11 Quality Assurance Program

An employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing examinations required by the College of Nurses of Ontario arising out of the Quality Assurance Program.

#### 11.12 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Home, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Home of her or his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

#### 11.13 Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act*.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 (a) All employees shall receive the following holidays without loss of pay:

January 1st	Labour Day
Family Day	November 11 <sup>th</sup>
Good Friday	Thanksgiving Day
Victoria Day	December 25th
July 1 <sup>st</sup> (Canada Day)	December 26th
August Civic Holiday	Employee's Birthday
Float Day	

(b) All employees shall be granted one float day to be taken at a time mutually agreed upon between the Employee and the Employer. Requests for a scheduled float day will not be unreasonably denied. When the date of the holiday is agreed upon between the Employee and the Employer, then that date for that Employee is deemed to be a paid holiday.

12.02 An employee who is required to work on a paid holiday shall be paid time and one-half (1-1/2) his/her regular straight time hourly rate of pay for the first seven and one-half (7-1/2) hours worked on such holiday. In addition, he/she may elect either of the following:

(a) Holiday pay; or

(b) a lieu day off with pay at his/her regular straight time hourly rate of pay to be taken on a day arranged by the employee and the Employer within five (5) weeks of said holiday.

In order to qualify for holiday pay, an employee must work his/her full scheduled shift immediately preceding and immediately following the holiday, except where an employee is absent from the preceding or following shift due to illness or accident which commenced within a month of the date of the holiday; or unless absent on approved leave of absence.

12.03 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

12.04 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for such holiday.

12.05 The Employer shall endeavour to schedule:

(a) When an employee works on a holiday or when a holiday falls on a scheduled day off, compensating time off with pay shall be scheduled concurrently with scheduled weekends off, vacation or at a mutually agreed upon time.

(b) To arrange for paid holidays off to be divided equitably among the employees.

- (c) When an employee is scheduled to be off on the Saturday and Sunday and a paid holiday occurs on a Monday or Friday, he/she shall be scheduled off the Monday or Friday.
- (d) When an employee is scheduled to work on the Saturday and Sunday and a paid holiday occurs on a Monday or Friday, he/she shall be scheduled to work the Monday or Friday.
- (e) The Employer shall provide at least four (4) consecutive days off at either Christmas or New Year's and will endeavour to schedule five (5) consecutive days off. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day, time off at New Year's shall include New Year's Eve Day and New Year's Day.

12.06 A full-time employee may only accumulate a maximum of three (3) paid holidays which must be taken prior to December 15th in the calendar year in which they were earned.

### **ARTICLE 13 – VACATION**

- 13.01 All employees shall receive their vacation allotment, in advance, on January 1<sup>st</sup> of each year based on length of full-time continuous service as follows:
- (a) Employees who have completed less than one (1) year shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
  - (b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay.
  - (c) Employees who have completed three (3) or more years of full-time continuous service will be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay.
  - (c) Effective for the year commencing after December 31, 2002 employees who have completed fifteen (15) or more years of full-time continuous service will be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay.
  - (e) Employees who have completed twenty (20) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay.
  - (f) Employees who have completed thirty (30) or more years of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay.
  - (g) Employees who change from full-time to part-time status shall be given vacation credits in respect to their seniority status as contemplated in Article 9.10.
  - (h) Vacation pay shall be paid to part-time nurses on an accrual basis with each bi-weekly paycheque.



Newly hired employees receive 4% in lieu of vacation  
 Greater than one (1) year of service 6% in lieu of vacation  
 Greater than three (3) years of service 8% in lieu of vacation  
 Greater than fifteen (15) years of service 10% in lieu of vacation  
 Greater than twenty (20) years of service 12% in lieu of vacation  
 Greater than thirty (30) years of service 14% in lieu of vacation

- (i) Vacation pay entitlement is pro-rated during the first and last year of employment and following any unbroken leaves paid or unpaid beyond 4 months. For clarity staff continue to accrue unpaid vacation time while on extended leaves.

- 13.02 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.
- 13.03
- (a) Vacations may be taken at any time of the year except December 23rd to January 3rd, and the Employer will grant requests where reasonably possible;
  - (b) In the event of conflicts, seniority shall prevail;
  - (c) Either the weekend prior to or the weekend following an employee's vacation shall be scheduled as a weekend off;
  - (d) Prior to leaving on vacation, employees shall be notified of the date and time on which to report to work following vacation.
- 13.04
- (a) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against his or her leave under the above provisions and will not be counted against his or her vacation credits.
  - (b) Should an employee become ill prior to the commencement of their vacation as supported by a medical certificate or hospitalized while on vacation, they may substitute available sick days for scheduled vacation.
- 13.05 An employee shall submit his/her written request for vacation period on or before May 1st of each year. Vacation schedules shall be posted by May 15th of each year and shall not be changed unless mutually agreed by the employee and the Home. Any request before May 1st of each year shall be granted in accordance with seniority and any request following May 1st shall be on a first come first serve basis. Vacations shall be distributed between full and part-time employees on the basis of seniority.
- 13.06 Vacations may not be accumulated from one year to the next but employees may be permitted to carry over up to five (5) days of vacation into the next vacation year. Such permission shall not be unreasonably withheld.

## **ARTICLE 14 - SHORT TERM / LONG TERM DISABILITY**

### **Benefits will become effective on the first of the month following the date of ratification.**

#### 14.01 (a) Short Term Disability

During the first fifteen (15) weeks of absence due to legitimate illness or injury which is not compensable under the Workplace Safety and Insurance Act, standard coverage is as follows:

<u>Length of Continuous Service</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
3 months but less than 1 year	1 week	balance of 75 days
1 year but less than 2 years	2 weeks	balance of 75 days
2 years but less than 3 years	3 weeks	balance of 75 days
3 years but less than 4 years	4 weeks	balance of 75 days
4 years but less than 5 years	5 weeks	balance of 75 days
5 years but less than 6 years	7 weeks	balance of 75 days
6 years but less than 7 years	9 weeks	balance of 75 days
7 years but less than 8 years	11 weeks	balance of 75 days
8 years but less than 9 years	13 weeks	balance of 75 days
9 years and over	15 weeks	

#### (b) EI

The next fifteen (15) weeks of absence will fall under the regulations regarding EI eligibility.

#### (c) LTD insurance coverage will apply as follows:

- i) The Employer will pay one hundred percent (100%) of the premium cost effective December 1, 2000.
- ii) Coverage is payable after the thirty (30) week elimination period as set out above.
- iii) Coverage will be at 66-2/3 of base monthly earnings to a monthly maximum of \$5000.00
- iv) Coverage continues to the earlier of age sixty-five (65) or retirement.
- v) Full detail of the LTD plan will be as per the Master Insurance Plan with the insurance carrier.

#### (d) Sick pay may be used to attend specialist appointments and/or medical procedures.

#### 14.02 Benefits Age 65 and Older

Semi-private hospital insurance, short term disability and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70th) birthday, on the same cost share basis as

applies to those nurses under the age of sixty-five (65). All other benefits shall cease at age sixty-five (65).

## **ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS**

- 15.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- (a) The normal daily tour shall be seven and one-half (7-1/2) hours exclusive of an unpaid meal period. It is recognized that at the change of tour there will be time required for reporting. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purpose of payment.
- (b) The introduction and discontinuance of a scheduled tour other than the normal daily tour of 7.5 hours shall be negotiated by the parties.
- 15.02 Meal time of one-half hour shall be scheduled away from the floor during the employee's tour whether day, evening or night. Where there is only one (1) registered nurse on a tour, it is recognized that this is not possible. Therefore, such employees shall be compensated at straight time rates for their meal. (Should the employee be recalled to duty during a meal time, additional time shall be provided later in the tour).
- 15.03 A rest period of fifteen (15) minutes will be granted each half tour. Employees on evenings and nights will attempt to take rest periods as scheduled. However, if circumstances will not permit, one rest period of thirty (30) minutes per tour may be taken.
- 15.04 **Scheduling Regulations**
- (a) Schedules covering a four (4) week period will be posted two (2) weeks in advance. Requests for specific days off shall be submitted in writing to the Director of Care two (2) weeks prior to the posting.
- (b) The Employer will endeavour to schedule employees to work no more than seven (7) consecutive tours unless mutually agreed to by the employee and the Home, these tours will be followed by 48 consecutive hours off.
- (c) Changes by the employees in posted time shall be initialled by both parties involved in the change, and shall be confirmed by the Director of Care. Any such changes in the posted time initiated by the employees shall not result in overtime compensation.
- (d) There shall be no split tours where possible.
- (e) The employer will schedule at least one (1) weekend off in three (3), and will make every reasonable effort to schedule one (1) weekend off in two (2). A weekend will be defined as fifty-six (56) consecutive hours.

An employee will receive premium pay of time and one-half (1 ½) for all hours worked on the third and additional, if any, consecutive and subsequent weekend, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another employee.
- (f) Employees presently employed on specific tours with specific days off on a permanent basis, will not be rotated without their consent. The Employer will consider requests from employees hereinafter employed, for permanent evening or night tours and such requests will be granted when possible.
- (g) At least two (2) full tours of time shall be scheduled between shifts or changeover of shifts. A shorter period of time shall be scheduled between shifts or changeover of shifts by mutual consent.
- (h) Should the Employer be required to change the schedule of shifts or days off with less than sixteen (16) hours' notice, the employee(s) involved in such change(s) will be paid time and one-half (1-1/2) their regular straight hourly rate for their first shift in this new schedule. Effective July 17, 2007 applies to full-time employees only.

Should the Employer be required to change the schedule of shifts or days off, the employee(s) involved in such change(s) will be notified of such change(s).

- (i) Any employee who arrives up to two (2) hours after the commencement of a tour because of being called with short notice shall be compensated for the full tour.
- (j) An employee who is called in or reports for work as scheduled shall receive a minimum of four (4) hours' pay.
- (k) The scheduling regulations will not operate during the period of December 15th to January 15th.
- (l) A weekend off shall be defined as fifty-six (56) consecutive hours commencing no later than 2300 hours on Friday.

The following applies to part-time employees only:

15.05

- (a) If an employee works a fourth consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:
  - i) such weekend has been worked by an employee to satisfy specific days off requested by such employee;
  - ii) such employee has requested weekend work; or
  - iii) such weekend was worked as a result of an exchange with another employee.

15.06 Standard Day

Subject to Article 15.01, for overtime payments, standard day for all employees covered by this Agreement shall be defined as a twenty-four (24) hour period beginning with the night tour:

Night Tour	2300 - 0700 hours
Day Tour	0700 - 1500 hours
Evening Tour	1500 - 2300 hours

15.07 Overtime

Overtime must be approved by the Director of Care or designate in advance. Except in cases of emergency, employees shall not be scheduled or required to work in excess of the normally scheduled hours or days without consent. The employee may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of overtime and premium pay.

- (a) Work in excess of 7.5 hours in a standard day or 75 hours biweekly shall be compensated at the rate of time and one-half (1-1/2) except as provided in 15.01 and 15.02.
- (b) When an employee works on his/her days off such employee will be compensated at the rate of time and one-half (1- 1/2). Applies to full-time employees only.
- (c) Time and one-half (1-1/2) shall be paid for all work performed after working seven (7) consecutive tours without two (2) days off until such days off are granted.
- (d) Effective December 31, 2002, when an employee works overtime on a tour for which she receives premium pay she shall be compensated at two (2) times her regular straight time hourly rate.
- (e) If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided he/she shall receive a meal allowance of ten dollars (\$10.00) with receipt.

15.08 Employees who are placed on standby shall receive a standby rate of pay to be negotiated by the parties with resort to arbitration under Article 8 should the parties fail to agree on a rate.

15.09 Call-in

When an employee is called in to work and reports for work outside his/her regularly scheduled hours, he/she will be paid time and one-half (1-1/2) his/her straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at straight time except to the extent that this four (4) hour period overlaps and extends into his/her next regular tour. In such a case he/she will receive time and one-half (1-1/2) his/her regular straight time hourly rate for actual hours worked up to the commencement of his/her regular shift. The employee shall have the option of taking compensating time off at the appropriate premium rate at such time as may be mutually agreed between the Employer and the employee. Effective July 17, 2007 applies to full-time employees only.

15.10 Four Hour Tours

- (a) The scheduling of four hour tours shall fall within the scheduling regulations as set out in Article 15.04.
- (b) A rest period of fifteen (15) minutes will be granted.
- (c) All other regulations of the Collective Agreement shall apply as set out in this document.

15.11 An employee shall be paid a weekend premium for each hour worked between 2300 hours Friday and 2300 hours Sunday in accordance with Schedule "A" of this Agreement. If an employee is receiving premium pay under Article 15 with respect to consecutive weekends worked he/she will not receive premium under this provision. This weekend premium will not be part of the hourly rate for overtime purposes under Article 15.

15.12 Job Sharing

- (a) Job Sharing is defined as an arrangement whereby two (2) or more employees share the hours of work, of what would otherwise be a full-time position.
- (b) The Home agrees that it will not unreasonably refuse a request from the Union:
  - i) on behalf of one or more of its full-time employees who wish his/her position to be job shared;
  - ii) on behalf of one or more of its part-time employees who would like to see a vacant full-time position job shared.
- (c) The other half of the job sharing position in (a) above and both halves of the job sharing position in (b) above, will be posted under the Collective Agreement.
- (d) Job sharers who previously were full-time and participating in OMERS will receive 10% in lieu of benefits and continue to be a member of OMERS. The Employer will continue to pay its share of OMERS contributions on behalf of said employee.
- (e) Total hours assigned on the posted schedule to the two job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and Management.
- (f) The above schedules shall conform with scheduling provisions of the full-time scheduling regulations of the Collective Agreement. Aside from scheduling provisions, job sharers will be governed by the Collective Agreement provisions applicable to part-time employees. Job sharers will have the same access as other part-time employees to additional shifts that need to be assigned.

- (g) Each job sharer may exchange shifts with his/her partner, as well as with other employees as provided by the Collective Agreement.
- (h) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work. The job sharers between them shall not be entitled to un-worked holiday pay for any greater number of holidays that are part of the full-time employee's entitlement.
- (i) Coverage  
It is expected that both job sharers will cover each other's incidental illnesses and scheduled vacation. If, because of unavoidable circumstances, one cannot cover the other, the supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (j) The job sharers in this agreement shall be entitled to all the terms and conditions as contained in the Collective Agreement between the parties, subject to the limitations in this Agreement.
- (k) Discontinuation  
Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- (l) If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of filling the full-time position or reverting to a part-time position for which he/she is qualified. If he/she does not become full-time, the position must be posted in accordance with the Collective Agreement.

## 15.13

Individual Special Circumstance Arrangements

The Employer is willing to accept requests from full-time Nurses to work below ten (10) shifts but no less than eight (8) shifts bi-weekly. Approval is subject to operational requirements as determined solely by the Employer. Those Nurses that are granted approval by the Employer agree to pay a percentage of the monthly insurance premiums for benefits that are not dependant on salary (i.e. EHC, Dental, etc.). The percentage paid by the Nurse shall correspond with the reduction in the percent of working days per pay period (i.e. a Nurse is approved to work nine (9) days per pay – this represents a ten (10) percent reduction therefore the Nurse shall pay ten (10) percent of the monthly premiums). OMERS provisions shall be administered on behalf of the Nurse in accordance with OMERS Regulations etc.

- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.

- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The employee will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

15.14 Prior to altering the starting or finishing times of existing tours, or prior to introducing different tours, the Bargaining Unit President shall be notified and the employees consulted for input and comments. The normal tours of duty will not be changed without the express agreement of both parties. Such agreement will not be unreasonably withheld by either party.

15.15 Self-Scheduling

Where the parties agree to the use of self-scheduling for full-time and part-time employees, in the Home, the following will apply.

Eighty percent (80%) of the full-time and regular part-time employees of the Home must indicate by secret ballot their willingness to participate prior to commencement of a trial of self-scheduling. The vote will be conducted by both the Union and the Employer.

A trial of self-scheduling shall run for a six (6) month period after which full-time and regular part-time employees will indicate by an 80% vote, by secret ballot their willingness to continue using self-scheduling.

When the Home adopts self-scheduling as a trial or on a permanent basis, all employees of the Home will be required to participate in self-scheduling.

Employees participating in self-scheduling shall be responsible for scheduling their hours of work, including paid holidays and lieu days.

The completed schedule shall be submitted to the Director of Care of the Home for review and approval, to ensure that appropriate coverage is maintained, at least two (2) weeks in advance of the required posting time. The Director of Care must approve the schedule and such approval shall not be unreasonably withheld.

Self-scheduling, including all scheduling guidelines, shall comply with all the provisions of the Collective Agreement in all respects

The parties will agree to all guidelines related to self-scheduling prior to the implementation of self-scheduling.



## **ARTICLE 16 - BENEFIT PLANS**

### **Benefits will become effective on the first of the month following the date of ratification.**

#### **Full-Time Only**

16.01 The Employer agrees to pay the premium cost for the following benefit plans:

- (a) Hospital coverage as per the negotiated benefit program;
- (b) Extended Health Care Plans with:

#### **Vision care**

Capped at four hundred and seventy five dollars (\$475.00) every twenty-four (24) months per person; an employee may opt to apply the vision care quantum towards corrective laser eye surgery.

#### **Hearing Aids**

\$500.00 per person for hearing aids every five (5) years.

#### **Physiotherapy**

The plan shall include coverage for physiotherapy treatment to a maximum of six hundred dollars (\$600) per person per year.

#### **Massage Therapy**

The Plan shall include coverage for massage therapy to a maximum of six hundred dollars (\$600) per person per year.

#### **Eye Examinations**

The plan shall include coverage for one hundred and twenty-five (\$125) of the cost of eye examinations every two (2) years per person.

#### **Chiropractic**

The Plan shall include coverage for chiropractic services to a maximum of six hundred dollars (\$600) per person per year.

#### **Mental Health Services**

Coverage for mental health services by a Psychologist, Registered Psychotherapist, Marriage and Family Therapist or Social Workers (MSW) for a total of eight hundred (\$800) annually.

- (c) The Group Life Plan is twice (2X) the value of the annual salary of the employee to the nearest hundred dollars (employees eligible after three (3) months of employment);
- (d) The Employer shall pay one hundred percent (100%) of the premium costs of the negotiated dental benefits at the current ODA fee schedule.

Effective December 31, 2002, the dental plan will provide for recall oral examinations once every nine (9) months (adults only).

Bridges, Crowns, Implants, Inlays at fifty percent (50%) co-insurance to \$2,000.00 cap per calendar year.

- 16.02 (a) The Employer and the employee shall participate in the OMERS Pension plan in accordance with its terms and requirements.
- (b) The Employer shall continue to pay the premiums for benefits plans for employees who are on paid leaves of absence, unpaid leaves of absence of less than thirty (30) days, Workers' Compensation or at any other time when salary is received. Employees who are on personal unpaid leaves of absence exceeding thirty (30) days, may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the lay-off or leave of absence does not exceed the earlier of one (1) year or re-employment.
- (c) The Employer shall provide each employee with available information relating to the benefit plans outlined in this Agreement.

16.03 Employment Insurance Rebate

The short term sick leave plan shall be registered with the Employment Insurance Commission (EI). The employees' share of the Employer's Employment Insurance premium reduction shall be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

16.04 Benefits Age 65 and Older

Semi-private hospital insurance, short term disability, Group Life Benefits 2(X) Annual Salary, out of country and province coverage and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70th) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65). All other benefits shall cease at age sixty-five (65).

**ARTICLE 17 - MODIFIED WORK**

- 17.01 The Employer and the Union both recognize their obligations under the law in facilitating the early and safe return of disabled employees to work. The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of safely integrating accommodated workers back into the workplace.

When it has been determined that an employee will be returning to work on a modified/light/alternate work program, the Employer will provide an opportunity for a representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to work. An employee's return to work will not be delayed because of the unavailability of a Labour Relations Officer or a member of the local executive.

**ARTICLE 18 - MISCELLANEOUS**

- 18.01 The Employer shall provide a bulletin board for use of the Union and the Union agrees that all notices to be posted on such bulletin board will receive the prior approval of the Employer. Such approval will not be unreasonably withheld.

The Employer will provide the Bargaining Unit President with a locked file cabinet in the facility.

- 18.02 A copy of this Agreement in mutually agreeable form will be issued to each employee now employed and as employed.
- 18.03 Pay slips will be available electronically on a regular day of the week with an itemized statement of deductions. Employees leaving the employ of the Employer shall be paid all outstanding monies within two (2) weeks of the date of their termination.
- 18.04 The Employer will provide adequate and separate change room.
- 18.05 Prior to effecting any substantive changes in rules or policies which affect employees covered by this Agreement, the Home will discuss the changes with the Union and provide copies to the Union.
- 18.06 Medical examinations, re-examinations and any test required by Provincial statute will be provided by the Home in compliance with Provincial statute or regulation. The employee may choose his/her personal physician for any such examination provided that the employee consents that his/her physician shall release to the Home sufficient information regarding the examination to be able to determine that the requirements of the law have been met.
- 18.07 It is agreed and understood by both parties that every employee has a right to privacy which includes the right of the employee to his/her choice of physician for all purposes, including pre-employment medicals. It is understood that if a dispute arises, the parties will meet to select a mutually acceptable health care practitioner.
- If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate upon production of a valid receipt.
- 18.08 Criminal reference checks if required for current employees will be paid for by the Employer.
- 18.09 Whistle Blowing Protection
- Provided a nurse has followed reasonable policies or procedures issued by the Employer concerned to protect the Employer's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.
- 18.10 Influenza Vaccine
- The parties agree that influenza vaccinations (e.g. Vaxigrip/Fluviral) or antiviral medications (e.g. Tamiflu) may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
  - (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will

endeavour to offer vaccinations during an Employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- (c) Employer recognizes that Employees have the right to refuse any required vaccination.
- (d) If an Employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the workplace until such time as the Employee is cleared to return to work. If an Employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an Employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further understood and agreed that Article 18.06 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (f) If an Employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to nurses free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 19 – SCHEDULES**

19.01 Attached hereto and forming part of this Agreement is Schedule "A" - Salary and Wage Related Compensation.

## **ARTICLE 20 - PROFESSIONAL RESPONSIBILITY**

20.01 In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees such that he/she or they have cause to believe that he/she or they are being asked to perform more work than is consistent with proper resident care, he/she or they shall:

- (a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.  
  
If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home who has responsibility for timely resolution of workload issues.
- ii) Complain in writing to the Director of Care and administrator within ten (10) calendar days of the alleged improper assignment. The

Chairperson of the Joint Labour Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- iii) Failing resolution of the complaint within ten (10) calendar days of the meeting of the Joint Labour Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer, and one chosen from a panel of seven (7) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson. The list of Assessment Committee Chairpersons is attached as Schedule B.
  - iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
  - v) Any settlement arrived at under 20.01 (a) i) – iii) shall be signed by the parties and be subject to the grievance/arbitration process.
  - vi) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing to the parties within fourteen (14) calendar days following completion of its hearing. The decisions of the Assessment Committee shall be final and binding upon the parties.
- (b)
    - i) The parties shall select a panel of four (4) independent registered nurses who are well respected within the profession. The members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time limit stipulated the panel member next scheduled to sit will be appointed by the parties.
    - ii) Each party will bear the cost of its own nominee, and each will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

## 20.02

### Electronic Professional Responsibility Workload Report FORMS

- (a) The parties agree to use the electronic version of the Professional Responsibility Workload Report Form (PRWRF) at Schedule 'C.'
- (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 20 of the Agreement.
- (c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.

- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The union undertakes to get a copy of the electronic version signed by the employee(s).
- (f) The parties agree to not use or rely upon any preliminary arguments, as defined in the Labour Relations Act, 1995, related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 20.01.

## **ARTICLE 21 – ORIENTATION/INSERVICE/PROFESSIONAL DEVELOPMENT**

- 21.01 (a) An orientation and in-service program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Association Management Committee.

A newly employed employee shall not be placed in charge, until she has been fully oriented to the home.

The following minimums shall be observed in the orientation of a newly-hired employee:

- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home on all three (3) shifts.
  - ii) The period of orientation shall be for a minimum of seven (7) days. The Employer will not unreasonably deny requests for additional orientation.
  - iii) She shall be scheduled as an additional employee to the usual staffing pattern.
  - iv) The employee or employees involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired employee's personal file, which will be reviewed with such employee, and the employee shall also be able to comment.
- (b) Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will provide programmes related to the Ministry of Health Long Term Care in-service requirements. Available programmes will be publicized.
  - (c) Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the nurses involved.

**ARTICLE 22 – DURATION**

22.01 This Agreement shall remain in full force for a three (3) year term commencing from April 1, 2020, and expiring March 31, 2023, and shall automatically be renewed from year to year thereafter, unless either party notifies the other party in writing of proposed revisions, additions or deletions to the Agreement, or any of its provisions. Such notification shall be made within ninety (90) days prior to the termination of this Agreement or at any year thereafter.

Dated at Kingston, Ontario, this 14 day of February, 2022.

FOR THE EMPLOYER

"Lisa Ainsworth"

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"Kirsty Brown"

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"William Detlor"

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FOR THE UNION

"Spencer Jones"

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Labour Relations Officer

"Andrew MacCuaig"

---

"Johannah Gomez"

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**SCHEDULE 'A'****SALARY AND WAGES**

- A.01 All presently employed employees shall be slotted on to the salary grid in accordance with their service with the Employer, including credit for past experience in accordance with Article A.09.
- A.02 Registered nurses shall be compensated for service in accordance with the following salary grid:

**Classification - Registered Nurse**

	1-Apr-20	1-Apr-21	1-Apr-22
Start	\$35.19	\$35.81	\$36.44
1 Year	\$35.70	\$36.32	\$36.96
2 Years	\$36.30	\$36.94	\$37.59
3 Years	\$38.09	\$38.76	\$39.44
4 Years	\$39.89	\$40.59	\$41.30
5 Years	\$42.13	\$42.87	\$43.62
6 Years	\$44.40	\$45.18	\$45.97
7 Years	\$46.66	\$47.48	\$48.31
8 Years	\$49.97	\$50.84	\$51.73
25 Years	\$50.89	\$51.78	\$52.69

- A.03 A nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse shall be placed on the first step of the Registered Nurse's salary grid effective the date of hire.
- A.04 Part-time registered nurses shall receive 14% in lieu of all fringe benefits save and except salary, vacation pay, holiday pay, tour differential, responsibility pay, reporting pay, court attendance, bereavement leave and educational leave.
- A.05 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary shall be effective on the date of such occurrence.
- A.06 **Tour Differential**
- An employee shall be paid a shift premium of two dollars and thirty-five cents (\$2.35) for each hour worked on the evening shift two dollars and seventy-five cents (\$2.75) per hour for each hour worked on the night shift.
- A.07 **Weekend Premium**
- The weekend premium will be two dollars and ninety (\$2.90) per hour.

A.08 Responsibility Allowance

- (a) An employee who is assigned the responsibility of relieving the Director of Care shall receive a premium of one dollar and fifty cents (\$1.50) per hour.
- (b) An employee who is assigned the responsibility of Employee-in-Charge on evenings, nights, weekends or statutory holidays shall be paid a responsibility allowance of, two dollars (\$2.00) per hour effective April 1, 2016, in addition to his/her regular salary and tour differential.

A.09 Recognition of Experience

- (a) Effective December 31, 2002, employees shall receive recognition for recent related clinical experience on the basis of one annual service increment for each year of experience up to the maximum on the salary grid. This provision shall be applicable to nurses now employed and to new hires, but no adjustments shall be made prior to the effective date.
- (b) Annual increments shall be paid on each full-time employee's anniversary date of employment and after each 1500 paid hours in the case of part-time employees.
- (c) Employees who change their status from full-time to part-time and vice versa will maintain their same level on the salary grid and will receive credit for hours worked since date of last advancement or placement on the grid.

A.10 A graduate nurse in the employ of the Home, upon presenting proof of registration by the College of Nurses of Ontario, shall be given a salary of a registered nurse as provided in this Article retroactive to the date of writing the registration examination or to the date of last hire, whichever is later.

A.11 Re-alignment of Duties and Establishment of New Positions

When the duties of a position covered by this Agreement are changed or a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Union and the salary shall be negotiated. If the parties are unable to agree, such dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first filled by the employee.

A.12 Retroactivity

Retroactivity will be paid to all current employees on wages, shift and weekend premiums. All other amendments shall be effective on the date of ratification except where otherwise provided for in this agreement. Nurses who have left their employment will only receive retroactivity for wages only. Any employee who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following the date of ratification. The Employer's letter in this regard will advise the terminated employee of the entitlement to apply for retroactive monies and the method by which application is to be made.

All retroactivity shall be paid within six (6) weeks following the date of ratification.

Retroactivity shall be paid on a separate cheque.

**SCHEDULE 'B'**

Note: The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**COUNTY OF NORTHUMBERLAND  
(GOLDEN PLOUGH LODGE)**

Re: Scheduling Committee

1. The parties agree to establish a scheduling committee comprised of two (2) representatives from the Employer and two (2) representatives from the Union (one alternate who may be substituted from time to time.)
2. The Committee shall meet as required to discuss scheduling issues that may arise from time to time.
3. The parties agree that the committee shall not have the authority to amend the collective agreement or make new obligations under the collective agreement.
4. This letter of understanding shall expire effective March 31, 2018 unless the parties agree to renew it for a further term.

5. Re: Scheduling Guidelines

The parties agree within 60 days of the signing of this agreement to meet, review (the existing scheduling guidelines) and agree to a set of Scheduling Guidelines which will be attached as a letter of Understanding to this agreement

Dated at Kingston, Ontario, this 14 day of February, 2022 .

FOR THE EMPLOYER  
"Lisa Ainsworth"

\_\_\_\_\_

"Kirsty Brown"

\_\_\_\_\_

"William Detlor"

\_\_\_\_\_

FOR THE UNION  
"Spencer Jones"

\_\_\_\_\_

Labour Relations Officer

"Andrew MacCuaig"

\_\_\_\_\_

"Johannah Gomez"

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**COUNTY OF NORTHUMBERLAND  
(GOLDEN PLOUGH LODGE)**

Re: Occupational Health and Safety Committee

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and employee under the Occupational Health and Safety Act. The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence In the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Nurses who regularly work alone or who are isolated in the workplace.

Dated at Kingston, Ontario, this 14 day of February, 2022 .

FOR THE EMPLOYER

FOR THE UNION

“Lisa Ainsworth”

“Spencer Jones”

\_\_\_\_\_

\_\_\_\_\_  
Labour Relations Officer

“Kirsty Brown”

“Andrew MacCuaig”

\_\_\_\_\_

\_\_\_\_\_

“William Detlor”

“Johannah Gomez”

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**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**COUNTY OF NORTHUMBERLAND  
(GOLDEN PLOUGH LODGE)**

Re: Retirees' Benefits

Employees retiring with twenty (20) years of service, within the County of Northumberland or any area municipalities, and age sixty (60) shall be entitled to Medical, Dental, and Vision Benefits as identified under the current plan. Employees would also be entitled to Life Insurance, to a maximum of ten thousand dollars (\$10,000). All Benefits cease at age sixty-five (65).

Employees retiring before the age of sixty (60) and having accumulated with twenty (20) years of service, within the County of Northumberland or any area municipalities, must purchase the benefits as outlined above immediately upon retirement from the County under the condition that the Employee would be responsible for one hundred percent (100%) of the cost up to age sixty (60). The County would then assume one hundred percent (100%) of the cost to age sixty-five.

Dated at Kingston, Ontario, this 14 day of February, 2022 .

FOR THE EMPLOYER

FOR THE UNION

"Lisa Ainsworth"

"Spencer Jones"

\_\_\_\_\_

\_\_\_\_\_

Labour Relations Officer

"Kirsty Brown"

"Andrew MacCuaig"

\_\_\_\_\_

\_\_\_\_\_

"William Detlor"

"Johannah Gomez"

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**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**COUNTY OF NORTHUMBERLAND  
(GOLDEN PLOUGH LODGE)**

Re: Casual Staff

As a result of scheduling committee recommendation, it is agreed that the Golden Plough Lodge will establish a category of "Casual Staff".

The following conditions apply to casual staff:

1. Wages paid will be based on the position on the salary grid as determined at the time of employment and in accordance with Schedule 'A', "Salary and Wages".
2. There will be no guarantee of shifts
3. Casual staff are entitled to payment in lieu of all fringe benefits in accordance with Article A.04.
4. Casual staff will be called to work only after regular part time have been offered shifts as per the scheduling committee guidelines
5. Casual staff will declare on a monthly basis their availability for work on specified days.

Dated at Kingston, Ontario, this 14 day of February, 2022 .

FOR THE EMPLOYER

FOR THE UNION

"Lisa Ainsworth"

"Spencer Jones"

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\_\_\_\_\_  
Labour Relations Officer

"Kirsty Brown"

"Andrew MacCuaig"

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"William Detlor"

"Johannah Gomez"

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**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**COUNTY OF NORTHUMBERLAND  
(GOLDEN PLOUGH LODGE)**

Re: Schedule 'C'- Workload Report Form

The parties agree that any reference to Article 9 in the ONA/Long term Care Professional Responsibility Workload Report Form shall be interpreted as reference to Article 20. Any reference to Manager shall mean Director of Care and Administrator in the ONA/Long term Care Professional Responsibility Workload Report Form.

The parties agree that a copy of the ONA/Long term Care Professional Responsibility Workload Report Form will be provided to the Administrator.

The parties agree that the timelines referenced will reflect the language set forth in Article 20.01.

Dated at Kingston, Ontario, this 14 day of February, 2022 .

FOR THE EMPLOYER

FOR THE UNION

"Lisa Ainsworth"

"Spencer Jones"

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Labour Relations Officer

"Kirsty Brown"

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"Johannah Gomez"

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**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**COUNTY OF NORTHUMBERLAND  
(GOLDEN PLOUGH LODGE)**

Re: Scheduling

Before the Schedule is posted:

- i. All part-time employees shall submit their availability for additional shifts two weeks prior to the posting of the schedule. It is understood between the parties that any subsequent changes to availability will be brought to Management's attention.
- ii. Requests for specific days off shall be submitted in writing to the Director of Care.

After the schedule is posted:

- i) Tours that become available for any reason after the schedule has been posted will first be offered by seniority to regular part-time employees.
- ii) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual employees by seniority. Where there is no casual or part-time employee available to perform the work, the tour will be offered to full-time employees.
- iii) Where premium (overtime) shifts become available such shifts shall be offered first to full-time employees on the basis of seniority, then regular part-time employees on the basis of seniority and then to casual part-time employees on the basis of seniority.
- iv) A meeting may be called, by either party, as circumstances warrant, to discuss any necessary changes to the terms and conditions outlined above. Both parties must be in agreement before changes are made to the terms and conditions of this Letter of Understanding.

Dated at Kingston, Ontario, this 14 day of February, 2022 .

FOR THE EMPLOYER

"Lisa Ainsworth"

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"Kirsty Brown"

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"William Detlor"

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FOR THE UNION

"Spencer Jones"

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Labour Relations Officer

"Andrew MacCuaig"

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"Johannah Gomez"

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## LETTER OF UNDERSTANDING

Between:

### ONTARIO NURSES' ASSOCIATION

And:

### COUNTY OF NORTHUMBERLAND (GOLDEN PLOUGH LODGE)

Re: 12 Hour Extended Tours and Hybrid Scheduling

The Employer and the Union may agree to implement extended tours or hybrid schedule (mix of extended and normal tours). For clarity, a hybrid schedule may include extended tours on weekends and normal tours during the week. The following will apply:

- (a) There must be sixty-six and two thirds percent (66⅔%) agreement of the full-time and part-time employees who work in the facility/unit.

Must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- (b) The Extended Tour/Hybrid Schedule may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for cancellation.

Extended tours may be discontinued by the Union when sixty percent (60%) of the full-time and part-time employees in the facility so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

- (d) Hours of Work

- i. Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- ii. The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7 ½) hours and 11.25 consecutive hours per day.

iii. Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 15.01.

iv. Where the union and employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.

v. Scheduled days off

The Employer will endeavor to provide schedules of not more than three (3) consecutive days. In any event, schedules will not provide for more than four (4) consecutive days.

(e) For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.

(f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.

(g) Shift and weekend premiums as per Schedule "A" will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules.

(h) Overtime premium as set out in Article 15 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a four (4) week schedule.

For a hybrid schedule, the overtime premium as set out in Article 15 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the parties.

(i) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons in writing.

(j) A meeting may be called, by either party, as circumstances warrant, to discuss any necessary changes to the terms and conditions outlined above. Both parties must be in agreement before changes are made to the terms and conditions of this Letter of Understanding.

Dated at Kingston, Ontario, this 14 day of February, 2022 .

FOR THE EMPLOYER  
"Lisa Ainsworth"

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"Kirsty Brown"

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"William Detlor"

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FOR THE UNION  
"Spencer Jones"

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Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**COUNTY OF NORTHUMBERLAND  
(GOLDEN PLOUGH LODGE)**

Re: Letter of Understanding – Supplementary Employment Benefit (SEB)

Without prejudice or precedent

An employee who decides to take an extended parental leave of up to 18 months will be entitled to a SEB payment equal in dollar value to the SEB payment for an employee, in the same classification at the same grid step, who takes the normal 35 week parental leave. For greater clarity, the total value of the SEB payments to an employee on parental leave will be identical for all employees (in the same classification as the same grid step), taking parental leave, whether the leave is 35 weeks or longer.

Dated at Kingston, Ontario, this 14 day of February, 2022 .

FOR THE EMPLOYER

FOR THE UNION

“Lisa Ainsworth”

“Spencer Jones”

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\_\_\_\_\_  
Labour Relations Officer

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